

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

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## **TRAVEL AND SUBSISTENCE PROVISION**

FOR

**TREE TRIMMER  
(HIGH VOLTAGE LINE CLEARANCE)**

IN

**SAN DIEGO COUNTY**

61-465-5  
San Diego County

**RECEIVED**  
Department of Industrial Relations

MAR 17 2006

Div. of Labor Statistics & Research  
Chief's Office

**AGREEMENT**

**BETWEEN**

**LOCAL UNION 465**  
**INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS**

**And**

**ASPLUNDH TREE EXPERT CO.**

OCTOBER 28, 2005 to AUGUST 31, 2008

## ARTICLE V

### Expenses

5.1 When working overtime before or after the regular day or shift, or when called out for work at night or on Sundays, Saturdays or holidays, the Company will provide all meals unless the men are released on or before mealtime. Where it is not practicable for the Company to provide such meals, the Company shall reimburse the employees for the cost of such meals in the amount of \$10.00, not to exceed \$30.00 per day. Increase meal allowance to whatever San Diego Gas & Electric and IBEW Local 465 agree to regarding meal allowances and that will become a part of this Agreement.

(a) When instructed before quitting time to report for duty before the next regular daily starting time, the employee shall provide his own mid-shift meal, the same as is regularly done on other days.

(b) Mealtime on a regular workday shall be the mid-point of that shift. Overtime meals period shall be one and one-half (1 ½) hours before the start of the shift, two hours after the shift and every five and one-half (5 ½) hours thereafter until employee is released from duty.

(c) If an employee, who is working on prolonged overtime, works through two meal periods, he shall be permitted to combine the allowable cost of such two meals in the amounts provided for in this Article. Employees, whose normal quitting time is 3:30 p.m. or later, will be furnished dinner if they are released after 5:30 p.m. On a scheduled shift where the hours do not conform to those above, the dinner allowance shall be granted if the work continues for more than ten (10) hours from the regular starting time of the shift.

5.2 Employees who are assigned to temporary work at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of abode, shall be allowed \$35.00 per day as subsistence allowance for each workday at the temporary headquarters. The time spent by any such employee in traveling to such a temporary job at its beginning and from it at its conclusion shall be paid for by the Company. The subsistence is an addition to meals whenever employees are stationed out of town. Increase or decrease subsistence allowance to whatever San Diego Gas & Electric and IBEW 465 agree to regarding subsistence allowances and that will become part of this Agreement.

(a) Temporary work, as used in this Section, shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

(b) Employees assigned to temporary work shall be paid expense allowance for the following:

- (1) Each scheduled day he works in his basis workweek or is prevented from performing such scheduled work by inclement weather conditions.
- (2) Each day he reports for prearranged work on a non-work day; and
- (3) Holidays which fall on a workday in his basis workweek.

5.3 In other than emergency situations, the Company shall give at least forty-eight (48) hours' notice to an employee who is to be sent out of town for temporary work as defined in Section 5.2, in order that the employees may have time to prepare for the trip.

5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for the Company's convenience.

5.5 The payment for mileage allowance will be made according to IRS published recommendations.

## **ARTICLE VI**

### **Seniority**

6.1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (1) an employee is discharged for cause; (2) an employee voluntarily terminates employment; (3) an employee has been laid off for more than twelve (12) consecutive months; or (4) an employee has violated the provisions of Article VII, Section 7.6.

6.2 The Company shall furnish the Union with a seniority list, including wage rates of all employees covered by this agreement, and shall keep the Union advised of all additions, deletions or corrections at three (3) month intervals.

6.3 Seniority shall be used as the basis for determining such benefits as vacation, holidays, transfer rights, protection against demotion and layoff, hospital and life insurance, pension, et cetera.

(1) In determining an employee's qualifications for application of Section 8:4, Article XI (Holidays), Article XII (Vacations), and Article XVI (Group Hospital and Life Insurance plans), seniority shall mean the time spent in the employ of San Diego Gas & Electric, which is qualified under Section 6:1 as continuous service, together with all time credited as seniority with Asplundh Tree Expert Co., or any of its affiliates, if the employee so being credited has been hired by San Diego Gas & Electric within thirty (30) days of the date of termination from one of the above mentioned companies. Such seniority determination shall be limited to the above-noted Articles.

(2) For all other provisions of the Agreement, seniority shall mean only the time spent in the employ of Asplundh Tree Expert Co., which meets the specific conditions as outlined in Section 6:1.